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9 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

15 DAVID JOSEPH BUNEVACZ,

16 Defendant.

No. CR 22-175-DSF

PLEA AGREEMENT FOR DEFENDANT
DAVID JOSEPH BUNEVACZ

17
18 1. This constitutes the plea agreement between DAVID JOSEPH
19 BUNEVACZ ("defendant") and the United States Attorney's Office for
20 the Central District of California (the "USAO") in the case captioned
21 above. This agreement is limited to the USAO and cannot bind any
22 other federal, state, local, or foreign prosecuting, enforcement,
23 administrative, or regulatory authority.

24 DEFENDANT'S OBLIGATIONS

25 2. Defendant agrees to:

26 a. At the earliest opportunity requested by the USAO and
27 provided by the Court, appear and plead guilty to counts one and two
28 of the indictment in United States v. Bunevacz, CR No. 22-175-DSF,

1 which charge defendant with securities fraud, in violation of 15
2 U.S.C. §§ 78j(b) and 78ff and 17 C.F.R. 240.10b-5; and wire fraud, in
3 violation of 18 U.S.C. § 1343.

4 b. Not contest facts agreed to in this agreement.

5 c. Abide by all agreements regarding sentencing contained
6 in this agreement.

7 d. Appear for all court appearances, surrender as ordered
8 for service of sentence, obey all conditions of any bond, and obey
9 any other ongoing court order in this matter.

10 e. Not commit any crime; however, offenses that would be
11 excluded for sentencing purposes under United States Sentencing
12 Guidelines ("USSG" or "Sentencing Guidelines") § 4A1.2(c) are not
13 within the scope of this agreement.

14 f. Be truthful at all times with the United States
15 Probation and Pretrial Services Office and the Court.

16 g. Pay the applicable special assessment at or before the
17 time of sentencing unless defendant has demonstrated a lack of
18 ability to pay such assessments.

19 h. Defendant agrees that any and all criminal debt
20 ordered by the Court will be due in full and immediately. The
21 government is not precluded from pursuing, in excess of any payment
22 schedule set by the Court, any and all available remedies by which to
23 satisfy defendant's payment of the full financial obligation,
24 including referral to the Treasury Offset Program.

25 i. Complete the Financial Disclosure Statement on a form
26 provided by the USAO and, within 30 days of defendant's entry of a
27 guilty plea, deliver the signed and dated statement, along with all
28 of the documents requested therein, to the USAO by either email at

1 usacac.FinLit@usdoj.gov (preferred) or mail to the USAO Financial
2 Litigation Section at 300 North Los Angeles Street, Suite 7516, Los
3 Angeles, CA 90012. Defendant agrees that defendant's ability to pay
4 criminal debt shall be assessed based on the completed Financial
5 Disclosure Statement and all required supporting documents, as well
6 as other relevant information relating to ability to pay.

7 j. Authorize the USAO to obtain a credit report upon
8 returning a signed copy of this plea agreement.

9 k. Consent to the USAO inspecting and copying all of
10 defendant's financial documents and financial information held by the
11 United States Probation and Pretrial Services Office.

12 l. Agree that all court appearances, including his change
13 of plea hearing and sentencing hearing, may proceed by video-
14 teleconference ("VTC"), so long as such appearances are authorized by
15 Order of the Chief Judge 20-097 or another order, rule, or statute.
16 Defendant understands that, under the Constitution, the United States
17 Code, the Federal Rules of Criminal Procedure (including Rules 11,
18 32, and 43), he may have the right to be physically present at these
19 hearings. Defendant understands that right and, after consulting
20 with counsel, voluntarily agrees to waive it and to proceed remotely.
21 Defense counsel also joins in this consent, agreement, and waiver.
22 Specifically, this agreement includes, but is not limited to, the
23 following:

24 i. Defendant consents under Section 15002(b) of the
25 CARES Act to proceed with his change of plea hearing by VTC.

26 ii. Defendant consents under Section 15002(b) of the
27 CARES Act to proceed with his sentencing hearing by VTC if personal
28 appearance is deemed by the Court to be unsafe due to COVID-19

1 concerns. The parties agree to use best efforts to conduct the
2 sentencing hearing in person with the Court's approval.

3 iii. Defendant consents under 18 U.S.C. § 3148 and
4 Section 15002(b) of the CARES Act to proceed with any hearing
5 regarding alleged violations of the conditions of pretrial release by
6 VTC or telephone, if VTC is not reasonably available.

7 3. Defendant further agrees:

8 a. To forfeit all right, title, and interest in and to
9 any and all monies, properties, and/or assets of any kind, derived
10 from or acquired as a result of the illegal activity to which
11 defendant is pleading guilty.

12 b. To the Court's entry of an order of forfeiture at or
13 before sentencing with respect to the Forfeitable Assets and to the
14 forfeiture of the assets.

15 c. To take whatever steps are necessary to pass to the
16 United States clear title to the Forfeitable Assets, including,
17 without limitation, the execution of a consent decree of forfeiture
18 and the completing of any other legal documents required for the
19 transfer of title to the United States.

20 d. Not to contest any administrative forfeiture
21 proceedings or civil judicial proceedings commenced against the
22 Forfeitable Assets. If defendant submitted a claim and/or petition
23 for remission for all or part of the Forfeitable Assets on behalf of
24 himself or any other individual or entity, defendant shall and hereby
25 does withdraw any such claims or petitions, and further agrees to
26 waive any right he may have to seek remission or mitigation of the
27 forfeiture of the Forfeitable Assets.

1 e. Not to assist any other individual in any effort
2 falsely to contest the forfeiture of the Forfeitable Assets.

3 f. Not to claim that reasonable cause to seize the
4 Forfeitable Assets was lacking.

5 g. To prevent the transfer, sale, destruction, or loss of
6 any and all assets described above to the extent defendant has the
7 ability to do so.

8 h. To fill out and deliver to the USAO a completed
9 financial statement listing defendant's assets on a form provided by
10 the USAO.

11 i. That forfeiture of Forfeitable Assets shall not be
12 counted toward satisfaction of any special assessment, fine,
13 restitution, costs, or other penalty the Court may impose.

14 THE USAO'S OBLIGATIONS

15 4. The USAO agrees to:

16 a. Not contest facts agreed to in this agreement.

17 b. Abide by all agreements regarding sentencing contained
18 in this agreement.

19 c. At the time of sentencing, move to dismiss the
20 remaining counts of the indictment as against defendant. Defendant
21 agrees, however, that at the time of sentencing the Court may
22 consider any dismissed charges in determining the applicable
23 Sentencing Guidelines range, the propriety and extent of any
24 departure from that range, and the sentence to be imposed.

25 d. At the time of sentencing, provided that defendant
26 demonstrates an acceptance of responsibility for the offense up to
27 and including the time of sentencing, recommend a two-level reduction
28 in the applicable Sentencing Guidelines offense level, pursuant to

1 USSG § 3E1.1, and recommend and, if necessary, move for an additional
2 one-level reduction if available under that section.

3 e. Recommend that defendant be sentenced to a term of
4 imprisonment no higher than the low end of the applicable Sentencing
5 Guidelines range, provided that the offense level used by the Court
6 to determine that range is 32 or higher and provided that the Court
7 does not depart downward in offense level or criminal history
8 category. For purposes of this agreement, the low end of the
9 Sentencing Guidelines range is that defined by the Sentencing Table
10 in USSG Chapter 5, Part A.

11 NATURE OF THE OFFENSE

12 5. Defendant understands that, for defendant to be guilty of
13 the crime charged in count one of the indictment, that is, securities
14 fraud, in violation of 15 U.S.C. §§ 78j(b), 78ff and 17 C.F.R.
15 § 240.10b-5, the following must be true: (1) defendant willfully used
16 a device or scheme to defraud someone, made an untrue statement of a
17 material fact, failed to disclose a material fact that resulted in
18 making the defendant's statements misleading, or engaged in any act,
19 practice, or course of business that operates or would operate as a
20 fraud or deceit upon any person; (2) defendant's acts were
21 undertaken, statement was made, or failure to disclose was done in
22 connection with the purchase or sale of securities within the meaning
23 of 15 U.S.C. § 78c(a)(10); (3) defendant directly or indirectly used
24 wire communications in connection with these acts, making this
25 statement, or failing to disclose material facts; and (4) defendant
26 acted knowingly.

27 a. "Willfully" means intentionally undertaking an act,
28 making an untrue statement, or failing to disclose for the wrongful

1 purpose of defrauding or deceiving someone. Acting willfully does
2 not require that the defendant know that the conduct was unlawful.

3 b. A fact is material if there is a substantial
4 likelihood that a reasonable investor would consider it important in
5 making the decision to purchase securities.

6 c. It is not necessary that an untrue statement passed
7 through or over the wire communications so long as the wire
8 communications were used as a part of the transaction.

9 d. It is not necessary that defendant made a profit or
10 that anyone actually suffered a loss.

11 6. Defendant understands that, for defendant to be guilty of
12 the crime charged in count two of the indictment, that is, wire
13 fraud, in violation of 18 U.S.C. § 1343, the following must be true:
14 (1) defendant knowingly participated in, devised, or intended to
15 devise a scheme or plan to defraud, or a scheme or plan for obtaining
16 money or property by means of false or fraudulent pretenses,
17 representations, or promises, or omitted facts. Deceitful statements
18 of half-truths may constitute false or fraudulent representations;
19 (2) the statements made or facts omitted as part of the scheme were
20 material; that is, they had a natural tendency to influence, or were
21 capable of influencing, a person to part with money or property;
22 (3) defendant acted with the intent to defraud, that is, the intent
23 to deceive and cheat; and (4) defendant used, or caused to be used,
24 an interstate or foreign wire.

25 a. For a defendant to be guilty of wire fraud based on
26 omissions of material facts, he must have had a duty to disclose the
27 omitted fact arising out of a relationship of trust. That duty can
28 arise either out of a formal fiduciary relationship, or an informal,

1 trusting relationship in which one party acts for the benefit of
2 another and induces the trusting party to relax the care and
3 vigilance which it would ordinarily exercise.

4 PENALTIES AND RESTITUTION

5 7. Defendant understands that the statutory maximum sentence
6 that the Court can impose for a violation of 15 U.S.C. §§ 78j(b),
7 78ff and 17 C.F.R. § 240.10b-5 is: twenty years' imprisonment; a
8 three-year period of supervised release; a fine of \$5 million or
9 twice the gross gain or gross loss resulting from the offense,
10 whichever is greatest; and a mandatory special assessment of \$100.

11 8. Defendant understands that the statutory maximum sentence
12 that the Court can impose for a violation of 18 U.S.C. § 1343 is:
13 twenty years' imprisonment; a three-year period of supervised
14 release; a fine of \$250,000 or twice the gross gain or gross loss
15 resulting from the offense, whichever is greatest; and a mandatory
16 special assessment of \$100.

17 9. Defendant understands, therefore, that the total maximum
18 sentence for all offenses to which defendant is pleading guilty is:
19 forty years' imprisonment; a three-year period of supervised release;
20 a fine of \$5,250,000 or twice the gross gain or gross loss resulting
21 from the offenses, whichever is greatest; and a mandatory special
22 assessment of \$200.

23 10. Defendant understands that defendant will be required to
24 pay full restitution to the victims of the offenses to which
25 defendant is pleading guilty. Defendant agrees that, in return for
26 the USAO's compliance with its obligations under this agreement, the
27 Court may order restitution to persons other than the victims of the
28 offenses to which defendant is pleading guilty and in amounts greater

1 than those alleged in the counts to which defendant is pleading
2 guilty. In particular, defendant agrees that the Court may order
3 restitution to any victim of any of the following for any losses
4 suffered by that victim as a result: (a) any relevant conduct, as
5 defined in USSG § 1B1.3, in connection with the offenses to which
6 defendant is pleading guilty; and (b) any counts dismissed or charges
7 not prosecuted pursuant to this agreement as well as all relevant
8 conduct, as defined in USSG § 1B1.3, in connection with those
9 charges. The parties currently believe that the applicable amount of
10 restitution is at least \$28,409,112 but recognize and agree that this
11 amount could change based on facts that come to the attention of the
12 parties prior to sentencing.

13 11. The Court will also order forfeiture of any property
14 derived from or acquired as a result of the illegal activity to which
15 defendant is pleading guilty or substitute assets up to the value of
16 that property.

17 12. Defendant understands that supervised release is a period
18 of time following imprisonment during which defendant will be subject
19 to various restrictions and requirements. Defendant understands that
20 if defendant violates one or more of the conditions of any supervised
21 release imposed, defendant may be returned to prison for all or part
22 of the term of supervised release authorized by statute for the
23 offense that resulted in the term of supervised release, which could
24 result in defendant serving a total term of imprisonment greater than
25 the statutory maximum stated above.

26 13. Defendant understands that, by pleading guilty, defendant
27 may be giving up valuable government benefits and valuable civic
28 rights, such as the right to vote, the right to possess a firearm,

1 the right to hold office, and the right to serve on a jury. Defendant
2 understands that he is pleading guilty to a felony and that it is a
3 federal crime for a convicted felon to possess a firearm or
4 ammunition. Defendant understands that the conviction in this case
5 may also subject defendant to various other collateral consequences,
6 including but not limited to revocation of probation, parole, or
7 supervised release in another case and suspension or revocation of a
8 professional license. Defendant understands that unanticipated
9 collateral consequences will not serve as grounds to withdraw
10 defendant's guilty plea.

11 14. Defendant and his counsel have discussed the fact that, and
12 defendant understands that, if defendant is not a United States
13 citizen, the conviction in this case makes it practically inevitable
14 and a virtual certainty that defendant will be removed or deported
15 from the United States. Defendant may also be denied United States
16 citizenship and admission to the United States in the future.
17 Defendant understands that while there may be arguments that
18 defendant can raise in immigration proceedings to avoid or delay
19 removal, removal is presumptively mandatory and a virtual certainty
20 in this case. Defendant further understands that removal and
21 immigration consequences are the subject of a separate proceeding and
22 that no one, including his attorney or the Court, can predict to an
23 absolute certainty the effect of his conviction on his immigration
24 status. Defendant nevertheless affirms that he wants to plead guilty
25 regardless of any immigration consequences that his plea may entail,
26 even if the consequence is automatic removal from the United States.

FACTUAL BASIS

15. Defendant admits that defendant is, in fact, guilty of the offenses to which defendant is agreeing to plead guilty. Defendant and the USAO agree to the statement of facts provided below and agree that this statement of facts is sufficient to support pleas of guilty to the charges described in this agreement and to establish the Sentencing Guidelines factors set forth in paragraph 17 below but is not meant to be a complete recitation of all facts relevant to the underlying criminal conduct or all facts known to either party that relate to that conduct.

Beginning no later than in or about 2010, and continuing through at least on or about April 5, 2022, in Los Angeles County, within the Central District of California, and elsewhere, defendant, knowingly and willfully, directly and indirectly, by the use of the means and instrumentalities of interstate commerce and the mails, in connection with the purchase and sale of securities, used and employed manipulative and deceptive devices and contrivances by: (1) employing a scheme to defraud; (2) making untrue statements of material facts and omitting to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; and (3) engaging in acts, practices, and courses of business which operated and would operate as a fraud and deceit upon purchasers and prospective purchasers of securities (the "victim-investors"), by causing materially false and fraudulent statements and material omissions to be made to the victim-investors about defendant's use of victim-investors' investments. Defendant knowingly and with the intent to defraud devised and participated in a scheme to defraud the victim-investors by means of false or

1 fraudulent pretenses, representations, or promises, and omitted
2 facts.

3 Defendant caused various business entities, which he represented
4 to be involved in the cannabis industry, to be registered as limited
5 liability companies or corporations with state secretaries of state
6 (collectively, the "BUNEVACZ Cannabis Companies"). The BUNEVACZ
7 Cannabis Companies included, for example, Holy Smokes Holdings LLC
8 and Caesarbrutus LLC, which were Nevada limited liability companies,
9 and CB Holding Group Corp., which was a Nevada corporation.

10 Defendant solicited funds from the victim-investors as
11 investments in the BUNEVACZ Cannabis Companies by offering to sell
12 the victim-investors securities issued by the BUNEVACZ Cannabis
13 Companies. In doing so, defendant falsely and misleadingly
14 represented to victim-investors that he and a third party
15 ("Individual 1") had extensive experience in the cannabis industry
16 and that the BUNEVACZ Cannabis Companies were in the business of
17 selling vape pens containing cannabis products such as cannabidiol
18 (also known as CBD) and tetrahydrocannabinol (also known as THC).
19 Defendant also represented, promised, and maintained the pretense
20 that funds from victim-investors would be used to finance business
21 activities of the BUNEVACZ Cannabis Companies, such as the
22 acquisition of raw materials used to manufacture cannabis vape pens.
23 In reality, the BUNEVACZ Cannabis Companies were not successfully
24 engaged in the manufacture and distribution of cannabis vape pens,
25 and defendant used the majority of funds from victim-investors to
26 finance his own lavish lifestyle and that of his family.

27 For example, on February 5, 2019, victim-investor I.C.
28 transferred \$800,000, by means of interstate wire transfers, to a

1 Bank of America account in the name of CB Holding Group Corp. in
2 connection with a senior secured promissory note -- which constituted
3 a security within the meaning of 15 U.S.C. § 78c(a)(10) -- that
4 defendant had negotiated with I.C. Defendant caused a substantial
5 portion of the funds obtained from I.C. to be transferred, along with
6 other investor funds, to another bank account he controlled in the
7 name "Grenco Science, Inc." Later in February 2019, defendant used
8 \$100,000 from that account, almost all of which was the proceeds of
9 defendant's scheme to defraud, to pay down a balance on his American
10 Express credit card, which balance included two charges totaling more
11 than \$65,000 for a luxury hotel in Cabo San Lucas.

12 To ensure victim-investors were not discouraged from investing
13 in the BUNEVACZ Cannabis Companies, defendant concealed from them the
14 material fact that he had been convicted in 2017 of Unlawful Sale of
15 a Security, in violation of California Corporation Code §§ 25110,
16 25540(A). On October 28, 2018, defendant also sent victim-investor
17 S.S., by means of an email that traveled in foreign commerce from the
18 United States to Canada, a falsified version of a settlement
19 agreement reached with the victim of a prior fraud scheme, G.H.,
20 which made it appear that G.H. had agreed to pay defendant to resolve
21 the lawsuit between defendant and G.H., when, in fact, defendant had
22 agreed to pay G.H. to resolve the lawsuit. The counterfeit
23 settlement agreement used the names and forged signatures of G.H. and
24 G.H.'s attorney, F.M.

25 To create the false appearance that the BUNEVACZ Cannabis
26 Companies were engaged in legitimate business activities, defendant
27 also caused the registration of additional business entities with
28 state agencies (the "Shell Companies") and caused bank accounts to be

1 opened in the names of the BUNEVACZ Cannabis Companies and the Shell
2 Companies through which he funneled the proceeds of his fraudulent
3 scheme (the "Funnel Accounts"). For many of the Shell Companies,
4 defendant selected names intentionally similar or identical to those
5 of real businesses, particularly cannabis businesses, such as Greenco
6 Science and SaveurVape. Defendant then used these same business
7 names to generate fraudulent invoices, purchase orders, and bank
8 statements, which he provided to the victim-investors to support his
9 false claims that the BUNEVACZ Cannabis Companies were successfully
10 engaged in manufacturing and distributing cannabis vape pens. To
11 conceal his own control of the Shell Companies and Funnel Accounts,
12 defendant caused other individuals, including Individual 1, to be
13 publicly listed as the corporate officers of the Shell Companies and
14 the authorized signers on many of the Funnel Accounts.

15 In some instances, defendant refunded victim-investors some or
16 all of their investments, which helped maintain the illusion that the
17 BUNEVACZ Cannabis Companies were legitimate businesses and to
18 discourage the victim-investors from taking legal action against him
19 or the BUNEVACZ Cannabis Companies.

20 Operating through the BUNEVACZ Cannabis Companies, defendant
21 raised between approximately \$37,166,737 and \$45,068,227 from more
22 than ten victim-investors and caused losses of at least \$28,409,112.

23 SENTENCING FACTORS

24 16. Defendant understands that in determining defendant's
25 sentence the Court is required to calculate the applicable Sentencing
26 Guidelines range and to consider that range, possible departures
27 under the Sentencing Guidelines, and the other sentencing factors set
28 forth in 18 U.S.C. § 3553(a). Defendant understands that the

1 Sentencing Guidelines are advisory only, that defendant cannot have
 2 any expectation of receiving a sentence within the calculated
 3 Sentencing Guidelines range, and that after considering the
 4 Sentencing Guidelines and the other § 3553(a) factors, the Court will
 5 be free to exercise its discretion to impose any sentence it finds
 6 appropriate up to the maximum set by statute for the crime of
 7 conviction.

8 17. Defendant and the USAO agree to the following applicable
 9 Sentencing Guidelines factors:

10	Base Offense Level	7	USSG § 2B1.1(a)(1)
11	Loss > \$25 million	+22	USSG § 2B1.1(b)(1)(L)
12	Victims \geq 10	+2	USSG § 2B1.1(b)(2)(A)

13 Defendant and the USAO reserve the right to argue that additional
 14 specific offense characteristics, adjustments, and departures under
 15 the Sentencing Guidelines are appropriate. By way of example, but
 16 not limitation, the government reserves the right to argue that
 17 defendant's offense and relevant conduct resulted in substantial
 18 financial hardship to five or more victims. Defendant understands
 19 that there is no agreement as to defendant's criminal history or
 20 criminal history category.

21 18. Defendant and the USAO reserve the right to argue for a
 22 sentence outside the sentencing range established by the Sentencing
 23 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),
 24 (a)(2), (a)(3), (a)(6), and (a)(7).

25 WAIVER OF CONSTITUTIONAL RIGHTS

26 19. Defendant understands that by pleading guilty, defendant
 27 gives up the following rights:

28 a. The right to persist in a plea of not guilty.

1 b. The right to a speedy and public trial by jury.

2 c. The right to be represented by counsel -- and if
3 necessary have the Court appoint counsel -- at trial. Defendant
4 understands, however, that, defendant retains the right to be
5 represented by counsel -- and if necessary have the Court appoint
6 counsel -- at every other stage of the proceeding.

7 d. The right to be presumed innocent and to have the
8 burden of proof placed on the government to prove defendant guilty
9 beyond a reasonable doubt.

10 e. The right to confront and cross-examine witnesses
11 against defendant.

12 f. The right to testify and to present evidence in
13 opposition to the charges, including the right to compel the
14 attendance of witnesses to testify.

15 g. The right not to be compelled to testify, and, if
16 defendant chose not to testify or present evidence, to have that
17 choice not be used against defendant.

18 h. Any and all rights to pursue any affirmative defenses,
19 Fourth Amendment or Fifth Amendment claims, and other pretrial
20 motions that have been filed or could be filed.

21 WAIVER OF APPEAL OF CONVICTION

22 20. Defendant understands that, with the exception of an appeal
23 based on a claim that defendant's guilty plea was involuntary, by
24 pleading guilty defendant is waiving and giving up any right to
25 appeal defendant's conviction on the offense to which defendant is
26 pleading guilty. Defendant understands that this waiver includes,
27 but is not limited to, arguments that the statutes and implementing
28 regulations to which defendant is pleading guilty are

1 unconstitutional, and any and all claims that the statement of facts
2 provided herein is insufficient to support defendant's plea of
3 guilty.

4 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

5 21. Defendant agrees that, provided the Court imposes a total
6 term of imprisonment on all counts of conviction of no more than 168
7 months, defendant gives up the right to appeal all of the following:
8 (a) the procedures and calculations used to determine and impose any
9 portion of the sentence; (b) the term of imprisonment imposed by the
10 Court; (c) the fine imposed by the Court, provided it is within the
11 statutory maximum; (d) to the extent permitted by law, the
12 constitutionality or legality of defendant's sentence, provided it is
13 within the statutory maximum; (e) the amount and terms of any
14 restitution order, provided it requires payment of no more than \$40
15 million; (f) the term of probation or supervised release imposed by
16 the Court, provided it is within the statutory maximum; and (g) any
17 of the following conditions of probation or supervised release
18 imposed by the Court: the conditions set forth in Second Amended
19 General Order 20-04 of this Court; the drug testing conditions
20 mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol and
21 drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

22 22. The USAO agrees that, provided (a) all portions of the
23 sentence are at or below the statutory maximum specified above and
24 (b) the Court imposes a term of imprisonment of no less than 151
25 months, the USAO gives up its right to appeal any portion of the
26 sentence, with the exception that the USAO reserves the right to
27 appeal the amount of restitution ordered if that amount is less than
28 \$37 million.

1 RESULT OF WITHDRAWAL OF GUILTY PLEA

2 23. Defendant agrees that if, after entering guilty pleas
3 pursuant to this agreement, defendant seeks to withdraw and succeeds
4 in withdrawing defendant's guilty pleas on any basis other than a
5 claim and finding that entry into this plea agreement was
6 involuntary, then (a) the USAO will be relieved of all of its
7 obligations under this agreement; and (b) should the USAO choose to
8 pursue any charge that was either dismissed or not filed as a result
9 of this agreement, then (i) any applicable statute of limitations
10 will be tolled between the date of defendant's signing of this
11 agreement and the filing commencing any such action; and
12 (ii) defendant waives and gives up all defenses based on the statute
13 of limitations, any claim of pre-indictment delay, or any speedy
14 trial claim with respect to any such action, except to the extent
15 that such defenses existed as of the date of defendant's signing this
16 agreement.

17 RESULT OF VACATUR, REVERSAL, OR SET-ASIDE

18 24. Defendant agrees that if any count of conviction is
19 vacated, reversed, or set aside, the USAO may: (a) ask the Court to
20 resentence defendant on any remaining counts of conviction, with both
21 the USAO and defendant being released from any stipulations regarding
22 sentencing contained in this agreement, (b) ask the Court to void the
23 entire plea agreement and vacate defendant's guilty pleas on any
24 remaining counts of conviction, with both the USAO and defendant
25 being released from all their obligations under this agreement, or
26 (c) leave defendant's remaining convictions, sentence, and plea
27 agreement intact. Defendant agrees that the choice among these three
28 options rests in the exclusive discretion of the USAO.

1 EFFECTIVE DATE OF AGREEMENT

2 25. This agreement is effective upon signature and execution of
3 all required certifications by defendant, defendant's counsel, and an
4 Assistant United States Attorney.

5 BREACH OF AGREEMENT

6 26. Defendant agrees that if defendant, at any time after the
7 effective date of this agreement, knowingly violates or fails to
8 perform any of defendant's obligations under this agreement ("a
9 breach"), the USAO may declare this agreement breached. All of
10 defendant's obligations are material, a single breach of this
11 agreement is sufficient for the USAO to declare a breach, and
12 defendant shall not be deemed to have cured a breach without the
13 express agreement of the USAO in writing. If the USAO declares this
14 agreement breached, and the Court finds such a breach to have
15 occurred, then: (a) if defendant has previously entered guilty pleas
16 pursuant to this agreement, defendant will not be able to withdraw
17 the guilty pleas, and (b) the USAO will be relieved of all its
18 obligations under this agreement.

19 27. Following the Court's finding of a knowing breach of this
20 agreement by defendant, should the USAO choose to pursue any charge
21 that was either dismissed or not filed as a result of this agreement,
22 then:

23 a. Defendant agrees that any applicable statute of
24 limitations is tolled between the date of defendant's signing of this
25 agreement and the filing commencing any such action.

26 b. Defendant waives and gives up all defenses based on
27 the statute of limitations, any claim of pre-indictment delay, or any
28 speedy trial claim with respect to any such action, except to the

1 extent that such defenses existed as of the date of defendant's
2 signing this agreement.

3 c. Defendant agrees that: (i) any statements made by
4 defendant, under oath, at the guilty plea hearing (if such a hearing
5 occurred prior to the breach); (ii) the agreed to factual basis
6 statement in this agreement; and (iii) any evidence derived from such
7 statements, shall be admissible against defendant in any such action
8 against defendant, and defendant waives and gives up any claim under
9 the United States Constitution, any statute, Rule 410 of the Federal
10 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
11 Procedure, or any other federal rule, that the statements or any
12 evidence derived from the statements should be suppressed or are
13 inadmissible.

14 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

15 OFFICE NOT PARTIES

16 28. Defendant understands that the Court and the United States
17 Probation and Pretrial Services Office are not parties to this
18 agreement and need not accept any of the USAO's sentencing
19 recommendations or the parties' agreements to facts or sentencing
20 factors.

21 29. Defendant understands that both defendant and the USAO are
22 free to: (a) supplement the facts by supplying relevant information
23 to the United States Probation and Pretrial Services Office and the
24 Court, (b) correct any and all factual misstatements relating to the
25 Court's Sentencing Guidelines calculations and determination of
26 sentence, and (c) argue on appeal and collateral review that the
27 Court's Sentencing Guidelines calculations and the sentence it
28 chooses to impose are not error, although each party agrees to

1 maintain its view that the calculations in paragraph 14 are
2 consistent with the facts of this case. While this paragraph permits
3 both the USAO and defendant to submit full and complete factual
4 information to the United States Probation and Pretrial Services
5 Office and the Court, even if that factual information may be viewed
6 as inconsistent with the facts agreed to in this agreement, this
7 paragraph does not affect defendant's and the USAO's obligations not
8 to contest the facts agreed to in this agreement.

9 30. Defendant understands that even if the Court ignores any
10 sentencing recommendation, finds facts or reaches conclusions
11 different from those agreed to, and/or imposes any sentence up to the
12 maximum established by statute, defendant cannot, for that reason,
13 withdraw defendant's guilty plea, and defendant will remain bound to
14 fulfill all defendant's obligations under this agreement. Defendant
15 understands that no one -- not the prosecutor, defendant's attorney,
16 or the Court -- can make a binding prediction or promise regarding
17 the sentence defendant will receive, except that it will be within
18 the statutory maximum.

19 NO ADDITIONAL AGREEMENTS

20 31. Defendant understands that, except as set forth herein,
21 there are no promises, understandings, or agreements between the USAO
22 and defendant or defendant's attorney, and that no additional
23 promise, understanding, or agreement may be entered into unless in a
24 writing signed by all parties or on the record in court.

25 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

26 32. The parties agree that this agreement will be considered

27 //

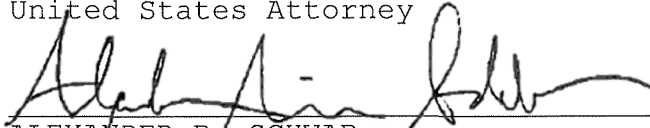
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1 part of the record of defendant's guilty plea hearing as if the
2 entire agreement had been read into the record of the proceeding.

3 AGREED AND ACCEPTED


4 UNITED STATES ATTORNEY'S OFFICE
5 FOR THE CENTRAL DISTRICT OF
6 CALIFORNIA

7 TRACY L. WILKISON
8 United States Attorney

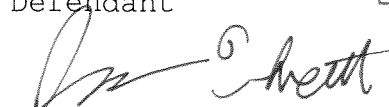
9 
10 ALEXANDER B. SCHWAB
11 Assistant United States Attorney

June 30, 2022

Date

12 
13 DAVID JOSEPH BUNEVACZ
14 Defendant

6/29/2022
Date

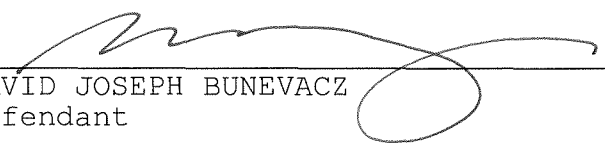
15 
16 JIMMY THREATT
17 Deputy Federal Public Defender
18 Attorney for Defendant
19 DAVID JOSEPH BUNEVACZ

6/29/2022
Date

20 CERTIFICATION OF DEFENDANT

21 I have read this agreement in its entirety. I have had enough
22 time to review and consider this agreement, and I have carefully and
23 thoroughly discussed every part of it with my attorney. I understand
24 the terms of this agreement, and I voluntarily agree to those terms.
25 I have discussed the evidence with my attorney, and my attorney has
26 advised me of my rights, of possible pretrial motions that might be
27 filed, of possible defenses that might be asserted either prior to or
28 at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a),
of relevant Sentencing Guidelines provisions, and of the consequences
of entering into this agreement. No promises, inducements, or
representations of any kind have been made to me other than those

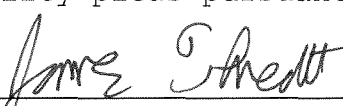
1 contained in this agreement. No one has threatened or forced me in
2 any way to enter into this agreement. I am satisfied with the
3 representation of my attorney in this matter, and I am pleading
4 guilty because I am guilty of the charge and wish to take advantage
5 of the promises set forth in this agreement, and not for any other
6 reason.

7
8 
9 DAVID JOSEPH BUNEVACZ
Defendant

6/29/2022
Date

10 CERTIFICATION OF DEFENDANT'S ATTORNEY

11 I am DAVID JOSEPH BUNEVACZ's attorney. I have carefully and
12 thoroughly discussed every part of this agreement with my client.
13 Further, I have fully advised my client of his rights, of possible
14 pretrial motions that might be filed, of possible defenses that might
15 be asserted either prior to or at trial, of the sentencing factors
16 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines
17 provisions, and of the consequences of entering into this agreement.
18 To my knowledge: no promises, inducements, or representations of any
19 kind have been made to my client other than those contained in this
20 agreement; no one has threatened or forced my client in any way to
21 enter into this agreement; my client's decision to enter into this
22 agreement is informed and voluntary; and the factual basis set forth
23 in this agreement is sufficient to support my client's entry of
24 guilty pleas pursuant to this agreement.

25 
26 JIMMY THREATT
27 Deputy Federal Public Defender
28 Attorney for Defendant
DAVID JOSEPH BUNEVACZ

6/29/2022
Date